

February 4, 2019 - February 10, 2019

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Monday, February 4

- 8:00am - 12:00pm Copy: Testify for DEQ for AMD - Jim - (Capitol in Helena) - Larson, James
- 8:15am - 9:30am Dr. Appt - Jane (Dr. Office) - Weber, Jane
- 9:30am - 10:30am Out of the Office - Jane (Out of Office) - Weber, Jane
- 12:00pm - 1:30pm MACo Legislative call - Joe - Briggs, Joe ☺
- 3:00pm - 5:00pm Cascade County Mental Health Local Advisory Council Meeting - JANE (C4MH) - Weber, Jane ☺
- 3:00pm - 5:00pm MTDA Executive Committee Meeting - Joe (Chamber Video Conference Room) - Briggs, Joe ☺

Tuesday, February 5

- 8:00am - 9:00am Radio - STARadio - Jane (STARadio studio) - Weber, Jane ☺
- 9:30am - 10:30am Commission Meeting - All (Commission Chambers) - Fogerty, Bonnie
- 10:00am - 11:00am Copy: IT Updates - All (Commission Chambers) - Fogerty, Bonnie ☺
- 10:00am - 11:00am IT Updates - All (Commission Chambers) - Fogerty, Bonnie ☺
- 11:00am - 1:00pm MAC Executive Committee - Joe (Chamber) - Briggs, Joe ☺
- 5:30pm - 8:30pm Board Training - All (Family Living Center) - Fogerty, Bonnie

Wednesday, February 6

- 7:00am - 8:30am Central MT Radio - Jane (Rainbow Hotel) ☺
- 10:00am - 11:30am Copy: Dr. Malloy Appt. - Jim - (Benefis Othopedic Building) - Larson, James
- 11:30am - 1:30pm Board of Health Meeting - Jane (CCHD) - Weber, Jane ☺
- 11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe ☺
- 3:00pm - 4:30pm TAG Meeting - Jane (Black Eagle Community Center) - Weber, Jane ☺

Thursday, February 7

- 7:45am - 9:00am Copy: Dentist appt. - Jim - (Dr. Neil Office) - Larson, James
- 8:00am - 10:00am GFDA Board Meeting - Jane (Heritage Hall) - Weber, Jane ☺
- 8:00am - 10:00am GFDA Board Meeting - Joe (GF College - Heriatge Hall) - Briggs, Joe ☺
- 9:00am - 10:00am Staff Meeting - All (Commission Meeting) - Fogerty, Bonnie ☺
- 11:30am - 5:00pm Attorney General's Public Safety Advisory Council Meeting - Joe (Capitol Rm 472) - Briggs, Joe ☺
- 11:45am - 1:00pm SCORE Meeting - Jane (Country Club) - Weber, Jane
- 1:00pm - 2:00pm NACO T&T Conference Call - Joe (Joe's Office) ☺

Friday, February 8

- 11:30am - 1:30pm Copy: MAC Luncheon - Jim - (MANG) - Larson, James
- 11:30am - 1:30pm MAC Luncheon - Jane (MANG) - Weber, Jane
- 11:30am - 1:30pm MAC Luncheon - Joe (MTANG)

Saturday, February 9

Sunday, February 10

February 11, 2019 - February 17, 2019

| February 2019 | | | | | | |
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| March 2019 | | | | | | |
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Monday, February 11

☐ ← **12:00am MACo MidWinter Conference - All** (Colonial - Helena) - →
Fogerty, Bonnie

☒ **12:00pm - 1:30pm MACo Legislative call - Joe** - Briggs, Joe ☺ 🔒

Tuesday, February 12

☐ ← **MACo MidWinter Conference - All** (Colonial - Helena) - →
Fogerty, Bonnie

Wednesday, February 13

☐ ← **MACo MidWinter Conference - All** (Colonial - Helena) - →
Fogerty, Bonnie

☒ **11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe** (Holiday Inn) - Briggs, Joe ☺

☒ **12:00pm - 1:30pm HPAC Meeting - Jane** (Civic Center) ☺

☒ **2:00pm - 3:00pm CHCC Updates with Trista Besich - All** (Commission Chambers) - Fogerty, Bonnie ☺

Thursday, February 14

☐ ← **12:00am MACo MidWinter Conference - All** (Colonial - Helena) - →
Fogerty, Bonnie

☒ **8:30am - 9:30am BO/Grant Updates with Mary Embleton - All** (Commission Chambers) - Fogerty, Bonnie ☺

☒ **10:30am - 12:00pm Mental Health Crisis Steering Committee Meeting - Joe** (C4MH Office) - Fogerty, Bonnie ☺

Friday, February 15

Saturday, February 16

Sunday, February 17

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 01/05/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 292081 through #292268 totaling \$660,887.76 and EFT's #9101069 through 9101070 totaling \$11,805.84 for an A/P total of \$660,887.76 dated 01/07/19 thru 01/11/19.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 01/05/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 292269 through #292451 totaling \$786,472.71 and EFT's #9101071 through 9101080 totaling \$30,096.82 for an A/P total of \$816,569.53 dated 01/14/19 thru 01/18/19.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

January 22, 2019

COMMISSION CHAMBERS

COURTHOUSE ANNEX, ROOM 111

9:30 A.M.

**Commission
Journal #59**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 5, 2019.

Commission: Chairman Joe Briggs, Commissioner James L. Larson
Excused: Commissioner Jane Weber

Staff: Carey Ann Haight and Charity Yonker – Deputy County Attorney's, Les Payne – Deputy Public Works Director, Mary Embleton – Budget Officer, Diane Heikkila – Treasurer, Rose Malisani – MSU Cascade County Extension, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk and Recorder

Public: Annette Kniffen, Sarah Peck, Linda Daggett, Shari Dolan, Laura Bolstad, Sherrie Arey, Ken McKamey, Merrill McKamey, Bill Zucconi, Shawn Brass, Sarah Converse, Michele Turville, and Jenn Rowell – Media

Call to Order: Chairman Briggs called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **00:17**

Purchase orders and accounts payable checks: *See agenda for payment information.*
Commissioner Larson moved to accept purchase orders and accounts payable warrants.

Motion carries 2-0 **02:54**

Report of Approved Treasurer's Report: Treasurer Heikkila reads report. **03:39**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Larson made a **MOTION** to (A) Approve minute entries (January 8, 2019; January 16, 2019), (B) Approval of Routine Contracts as Follows: **05:54**

Consent Agenda

Resolution 19-07: Budget Appropriation increasing funds for the Foster Grandparent Program, Grant #18SFPM003 Total Amount: \$1,400. (Ref: Contract 19-02, R0365662) **06:07**

Resolution 19-08: Budget Appropriation increasing funds for the Homemaker Program due to additional State funding. Total Amount: \$56,210. (Ref: Contract 18-196, R036441) **06:39**

Resolution 19-09: Budget Appropriation increasing funds for the Cascade County Senior Center Support due to additional State funding. Total Amount: \$14,794 (Ref: Contract 18-196, R036441) **07:02**

Resolution 19-10: Budget Appropriation decreasing funds for Aging Services Administration. Total Amount: \$340 (Ref: Contract 18-196, R036441) **07:28**

Contract 19-06: Montana Department of Transportation "Bill of Sale" for Hardy Creek Beacon Tower and hardware. Equipment Location: NE ¼ SE 1/4, Section 36, T17N, R2W, Cascade County Montana. County Cost: \$1.00 (Ref: Contract 19-07) **07:48**

Contract 19-07: DNRC State Land Lease #4929. Cascade County will take over a Montana Department of Transportation lease with the DNRC, where a radio tower and radio repeater site are located. Annual Amount: \$876.29 with a yearly 2% increase. Acquiring the 3rd year of a 10 year lease. (Ref: Contract 19-06) **08:30**

Contract 19-09: Criminal Justice Information Network (CJIN) Agency Agreement between the Department of Justice and the Sheriff's Office. CJIN is a computer controlled telecommunications network that links Montana criminal justice agencies for the purpose of information exchange. Effective: January 1, 2019 – December 31, 2023 (No County Cost) **09:07**

Motion carries 2-0 10:27

AGENDA ITEM #1 10:33

Motion to Approve or Disapprove:

Resolution 19-04: Establishing a per capita license fee on cattle within Cascade County to be used for a predatory animal control program. (Tabled: January 8, 2019 Commission Meeting) Charity Yonker, Deputy County Attorney, elaborates. **10:56-13:38**

Commissioner Larson stated that this resolution was tabled at the last Commission Meeting to get more information out to the public and that has been done. **13:44**

Chairman Briggs thanked Jenn Rowell from The Electric for the article and says that he only received two additional comments one for and one against. **14:11** (See Exhibit A)

Commissioner Larson made a **MOTION** to approve Resolution 19-04: to establish a predatory animal control program in Cascade County and require a per capita assessment fee of fifty-cents (\$0.50) per head of cattle, nine months and over to be used to fund the program. **15:08**

Motion carries 2-0 15:54

AGENDA ITEM #2 16:11

Motion to Approve or Disapprove:

Resolution 19-06: Confirming the creation of the Mental Health Local Advisory Council **16:16**

Contract 19-08: Cascade County Mental Health Local Advisory Council (LAC) Bylaws **16:25** Carey Ann Haight, Deputy County Attorney, elaborates. **16:29-19:10**

Commissioner Larson made a **MOTION** to approve Resolution 19-06 establishing the Local Advisory Council as a board of the County Commissioners and Contract 19-08 establishing the bylaws under which the LAC shall function. **19:26**

Linda Daggett, 415 6th Ave S, comments. **20:07**

Motion carries 2-0 21:18

AGENDA ITEM #3 21:24

Public Hearing: Community Development Block Grant (CDGB) Needs Hearing

Recess the Commission Meeting:

Chairman Briggs recessed the Commission Meeting at **9:52 a.m.**

Public Hearing:

Chairman Briggs opened the public hearing at **9:52 a.m.**

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record (*See Exhibit B*). **21:53**

Staff Presentation:

Mary Embleton, Budget/Grants Coordinator, elaborates. **22:08-26:22**

Public Comment:

Chairman Briggs calls for any public members to come forward. **26:47**

Brett Doney, Great Falls Development Authority, 405 3rd Street NW Suite 203, comments.

(*See Exhibit C*) **27:00-32:17**

Sarah Peck, PO Box 1, Black Eagle, comments. **32:40-35:22**

Annette Kniffen, Vaughn Water and Sewer, 1161 6th Ave, Vaughn, comments.

(*See Exhibit D*) **36:04-37:30**

Sarah Converse, 521 1st Ave NW, Sweetgrass Development, comments. **38:09-41:02**

Commissioner Larson asks if a county does not use their CDBG grants can they be transferred to Cascade County. **45:45**

Chairman Briggs answers, no. **45:52**

Shawn Brass, PO Box 151, Vaughn, comments. **48:24-57:46**

Close to Public Hearing:

Chairman Briggs closed the public hearing at **10:28 a.m.**

Reopen the Commission Meeting:

Chairman Briggs opened the Commission Meeting at **10:28 a.m.**

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

Public Comment: NONE

Adjournment: Chairman Briggs adjourned this Commission Meeting at **10:29 a.m.**

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|---|
| CASCADE COUNTY WORK SESSION MINUTES |
| COMMISSION CHAMBERS COURTHOUSE ANNEX |
| January 30, 2019 – 2:00 P.M. |

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on February 5, 2019.

**COMMISSION
MINUTES
JOURNAL # 59**

Board of Cascade County Commissioners: Chairman Briggs Excuse: Commissioner James L. Larson and Commissioner Jane Weber

Staff Present: Sandor Hopkins – Planner, Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Trish Gardner, Katie Brewer and Tanya Houston – CCHD, Bonnie Fogerty – Commission Office, Kyler Baker – Deputy Clerk and Recorder

Public Members Present:

Chairman Briggs opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Contract 19-11: Construction Agreement Federal Aid Project No. UPP 5299(131) GF South-Urban, UPN 9511000 between: MT Department of Transportation, the City of Great Falls and Cascade County for the overlay on Lower River Road, 55th & 13th Street South in Great Falls, Montana.

Public Works
00:07

Contract 19-12: Amendment #2 to Agreement with Great Falls Public School District No. 1&A, authorization for a School District Investment Account (Ref: Contract 14-91, R0292878 & Contract 13-141, R0280717) **ITEM PULLED AT REQUEST OF GFPS**

Commission
01:44

CITY COUNTY HEALTH DEPARTMENT

Resolution 19-11: Budget Appropriation increasing funds for the CCHD Public Health Emergency Program (PHEP) Total Amount: \$39,507 (Ref: Contract 18-205, R0365285)

CCHD
02:20

Contract 19-10: Establishing Cascade County Local Emergency Planning Committee (LEPC) Bylaws

CCHD
04:15

Contract 19-14: Memorandum of Understanding between CCHD and Montana State University Billings. Purpose: Jointly conducting the clinical experiences in the RN to BSN Degree Completion Program.

CCHD
06:09

AGENDA ITEM #1 07:58

Mountainside Mini Storage Buildings for Lease or Rent Application

AGENDA ITEM #2 11:53

Contract 19-13: Award of ADC K-Pod Locks

Southern Folger Detention Equipment Company, Total Project Cost: \$51,231.98

Adjournment: Chairman Briggs closed the work session meeting at 2:14 p.m.

February 5, 2019

Contract #19-11

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: MDT Construction Agreement, UPP 5299(131)
Great Falls South-Urban, UPN 9511000

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #19-11

PRESENTED BY: Les Payne, Public Works Deputy Director

SYNOPSIS:

Cascade County Public Works Department has received the MDT Construction Agreement, UPP 5299(131) Great Falls South-Urban, UPN 9511000. This is a Construction Agreement for the overlay on Lower River Road, 55th and 13th St S in Great Falls MT, between MDT, and the City of Great Falls, and with NO COST to the county. This documents the intent of the parties between MDT, City of Great Falls, and Cascade County and sets forth the responsibilities of each in the funding, development, construction, and future maintenance for this project.

RECOMMENDATION:

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approves and signs off on the MDT Construction Agreement, UPP 5299(131) Great Falls South-Urban, UPN 9511000.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move that the Cascade County Commission **APPROVE** Contract #19-11 MDT Construction Agreement, UPP 5299(131) Great Falls South-Urban, UPN 9511000"

MOTION TO DISAPPROVE:

"Mr. Chairman, I move that the Cascade County Commission **DISAPPROVE** Contract #19-11 MDT Construction Agreement, UPP 5299(131) Great Falls South-Urban, UPN 9511000"

February 5, 2019

Resolution #19-11

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation increasing funds for the CCHD PHEP Program.

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Resolution #19-11

BACKGROUND:

The purpose of this resolution is to amend the budget for the City County Health Department's Public Health Emergency Preparedness program. This program is funded by grants, and the CCHD staff recently received a grant award from DPHHS Contract 19-07-6-11-008-0 Amendment #1 for \$134,294 approved by the Commission via Contract #18-205 for the period of January 1, 2019 through December 31, 2019. The amendment increased the previous contract by requiring additional services to be performed by the County. Since the original budget for this program was adopted in September for \$94,787, a budget appropriation for the increase in revenues and expenditures in the amount of \$39,507 each is needed to carry out this program.

RECOMMENDATION: Approval of Resolution #19-11.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution #19-11 increasing the appropriation for the City-County Health Department Public Health Emergency Preparedness program in the amount of \$39,507 offset by grant revenues.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution #19-11 increasing the appropriation for the City-County Health Department Public Health Emergency Preparedness program in the amount of \$39,507 offset by grant revenues.

February 5, 2019

Contract 19-10

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Contract 19-10
Cascade County Local Emergency
Planning Committee Bylaws

INITIATED AND PRESENTED BY:

Tanya Houston, CCHD Health Officer

ACTION REQUESTED:

Approval of Contract #19-10

BACKGROUND:

The purpose of the LEPC is as established in the SARA (Superfund Amendments and Reauthorization Act) Title III/EPCRA (Emergency Planning and Community Right to Know Act) Rules and Regulations, in addition to any and all other lawful purposes which are assigned to it or permitted by the Cascade County Commissioners, and/or the State Emergency Response Commission (SERC) in Montana within the LEPC jurisdictional area (i.e. Cascade County, Montana).

TERM:

N/A

AMOUNT:

N/A

RECOMMENDATION:

Approval of Contract #19-10

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #19-10, Cascade County Local Emergency Planning Committee Bylaws.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #19-10, Cascade County Local Emergency Planning Committee Bylaws.

February 5, 2019

Contract #19-14

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 19-14
Memorandum of Agreement
RN to BSN Degree Completion Program
at MSU Billings

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract #19-14

BACKGROUND:

This Memorandum of Agreement constitutes a contract between Cascade County Health Department in Great Falls, Montana and Montana State University Billings for the purpose of jointly conducting the clinical experiences in the RN to BSN Degree Completion Program.

TERM: Academic Year 2018-2019

AMOUNT: N/A

RECOMMENDATION: Approval of Contract #19-14

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **APPROVE** Contract 19-14, Memorandum of Agreement RN to BSN Degree Completion Program at MSU Billings

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commission **DISAPPROVE** Contract 19-14, Memorandum of Agreement RN to BSN Degree Completion Program at MSU Billings

February 5, 2019

AGENDA # 1

Agenda Action Report
Prepared for the
Cascade County Commission

| | |
|-------------------------|---|
| ITEM | Staff Report for a Mountainside Mini Storage Buildings for Lease or Rent Application |
| INITIATED BY | Jon Brownlee |
| SUBJECT | Tract 2BB of Certificate of Survey 4635, Section 10, Township 20 N, Range 04 E |
| EXISTING ZONING | Commercial |
| ACTION REQUESTED | Approval of Buildings for Lease or Rent Application |
| PURPOSE | Construction of 19 buildings housing a total of 588 mini storage units |
| RECOMMENDATION | Approval of Mountain Side Mini Storage Buildings for Lease or Rent Application |
| PRESENTED BY | Sandor Hopkins, Planner |

STAFF REPORT FOR
MOUNTAINSIDE MINI STORAGE
BUILDINGS FOR LEASE OR RENT APPLICATION

BACKGROUND:

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate Buildings for Lease or Rent (BLR). Some of Montana's counties felt developers and land owners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR regulations are an attempt to ensure all of Montana's counties regulate these buildings. Cascade County established their own set of BLR regulations on November 12, 2013 with Resolution No 13-93, passed with a unanimous supermajority by the Board of Commissioners.

The Applicant's proposed nineteen (19) buildings housing a total of five-hundred and eighty-eight (588) storage units is permitted under the BLR regulations. The property is currently undeveloped and zoned Commercial. A building is defined in § 76-8-101(1), MCA, a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. Any proposed storage development with more than thirty (30) units must be approved by the Cascade County Commission.

SPECIAL INFORMATION:

1. The lots will be accessed by an approach from 2nd Avenue North, the applicant will be required to obtain an approach permit from the Montana Department of Transportation for the development.
2. The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Black Eagle Volunteer Fire Department. Proximity to services provided by the City of Great Falls may mean that the Great Falls Police Department or Great Falls Fire Department may be the first on scene.
3. This proposal meets all zoning setbacks from property lines as proposed.
4. The development will have nineteen (19) buildings constructed with 30-34 storage units per building, ranging in size from 10' x 5' at the smallest to 14' x 40' at the largest. No proposed buildings will require water or wastewater facilities.
5. Storage will be contained inside all storage units, outside storage of recreation vehicles, boats, or motor vehicles will require installation of shielding or sight obscuring materials.
6. The applicant requested Administrative Relief pursuant to § 8.18.3 to establish alternate landscaping on the western edge of the property. Staff found that the proposal would be in line with the conditions of the area, meet the spirit of the regulations, and accepted the alternate landscaping plan.
7. Sanitary restrictions placed on the parcel by Certificate of Survey 4635 and the original Certificate of Subdivision Approval (COSA) will require review by the Department of Environmental Quality (DEQ) to bring the parcel into compliance with this type of a Commercial use.

February 5, 2019

**Mountainside Mini Storage
Buildings for Lease or Rent Application**

RECOMMENDATION: Cascade County Staff, after reviewing the Buildings for Lease or Rent Application, have found that this application meets the requirements of Cascade County Zoning, and Buildings for Lease or Rent regulations and recommends approval of the proposal.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mister Chair, I move the Cascade County Commission, after consideration of the Staff Report, that the nineteen (19) proposed buildings housing a total of five-hundred and eighty-eight (588) units on Tract 2BB of Certificate of Survey 4635, Section 10, Township 20 North, Range 4 East, PMM, Cascade County MT, be approved subject to the following conditions:

1. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits; and
2. The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
3. Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
4. Applicant obtain approach permit for this use from the Montana Department of Transportation; and
5. Landscaping requirements shall be in accordance with § 8.18 of the Cascade County Zoning Regulations excepting where granted Administrative Relief; and
6. Applicant obtain Location/Conformance Permit for the proposed development; and
7. Applicant rewrite Certificate of Subdivision Approval (COSA) to obtain compliance with Department of Environmental Quality.

MOTION TO DISAPPROVE:

Mister Chair, I move that the Cascade County Commission, after consideration of the Staff Report, that the nineteen (19) proposed buildings housing a total of five-hundred and eighty-eight (588) units on Tract 2BB of Certificate of Survey 4635, Section 10, Township 20 North, Range 4 East, PMM, Cascade County MT, be denied.

ATTACHMENTS: Buildings for Lease or Rent Application
Site Plans
Administrative Relief Materials and Planning Response
Certificate of Survey 4635
Original COSA

Cc: Jon Brownlee
Jason Sorenson, Casne & Associates Inc

Buildings for Lease or Rent Application Approval
under authority of Title 76, Part 8, Montana Code Annotated

On February 5, 2019, the Cascade County Commissioners met and approved the application submitted by Jon Brownlee, for nineteen (19) storage buildings housing a total of five-hundred and eighty-eight (588) mini-storage units on Tract 2BB of Certificate of Survey 4635, Section 10, Township 20 North, Range 4 East, PMM, Cascade County, MT. The Commissioners approved the application with seven conditions:

- 1) The applicant must obtain any other required Federal, State, or County permits and comply with the regulations associated with any other permits; and
- 2) The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
- 3) Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
- 4) Applicant obtain approach permit for this use from the Montana Department of Transportation; and
- 5) Landscaping requirements shall be in accordance with § 8.18 of the Cascade County Zoning Regulations, excepting where granted Administrative Relief; and
- 6) Applicant obtain Location/Conformance Permit for the proposed development; and
- 7) Applicant rewrite Certificate of Subdivision Approval (COSA) to obtain compliance with the Department of Environmental Quality.

Dated this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Joe Briggs, Chair

James L. Larson, Commissioner

Jane Weber, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



*Water, Wastewater,
Subdivision Design and
Environmental
Solutions*

Casne &
Associates,
Inc.

664 Logan
Helena, MT 59601
P.O. Box 1123
Helena, MT 59624-1123

(406) 443-1656
FAX: (406) 443-1656

www.casneinc.com

Letter of Transmittal

January 10, 2019

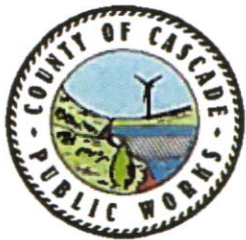
Sandor Hopkins
121 4th St. N.
Suite 2H
Great Falls, MT 59401

**PROJECT: Mountainside Mini Storage
BLR Application and Supporting Documentation
\$400 Check, Ck#12208**

Attached is a BLR application and \$400 check. I look forward to working with you through this process.

Please contact us with questions. Thank you.

cc: Jon Brownlee
File



Buildings for Lease or Rent Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$400.00 Non Refundable Application Fee Required

Payment: Check (#) 1400.00 / 2208 Cash

OFFICE USE ONLY

Date Application Received: _____

Type of Development: _____

Name of Owner/Applicant: JON BROWNLEE Phone: 461.9465

Mailing Address: 5635 YORK RD City: HELENA State: MT Zip: 59602

Proposed Development: MOUNTAINSIDE MINI STORAGE

Legal Description: NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10 Township 20N Range 4E
TRACT 2BB

1. Application Requirements:

- ☒ A. A copy of the deed or other legal description of the real property.
- ☒ B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
 - ☒ i. North arrow and scale bar (minimum scale of 1:20);
 - ☒ ii. Property boundaries;
 - ☒ iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - ☒ iv. Existing and proposed access to the subject property;
 - ☒ v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - ☒ vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
 - ☒ vii. The location of existing and proposed buildings or structures on the subject property.

- ✓ D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- ✓ E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- ✓ F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- ✓ G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- ✓ H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature:

Date:

Signature of Owner / Printed Name

Date

The application must be signed by the owner of the land proposed for lease or rent.

When Recorded Return To:

Jonathan S. Brownlee
5635 York Rd
Helena, MT 59602

**FILED AT THE REQUEST
OF CHICAGO TITLE**

Recon No: RC12519
Title Order No:


Deed Of Reconveyance

CHICAGO TITLE INSURANCE COMPANY, as Trustee in the Deed of Trust, Trust Indenture executed by JONATHAN S. BROWNLEE AKA JON BROWNLEE to AF WIEDEMAN AND TERRY WIEDEMAN, as Beneficiary, recorded in R0362453 on 10/18/2018 of the mortgage records of CASCADE County Montana, pursuant to the written request of the beneficiary, does and hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO, JONATHAN S. BROWNLEE AKA JON BROWNLEE

without warranty, all the estate and interest derived to it by or through said Deed of Trust, in the lands here in described. The corporation name subscribed by its Vice President, and the seal affixed by its Assistant Secretary, is pursuant to resolution authorizing the execution of this reconveyance duly adopted by its Board of Directors.

Dated: 12/3/2018

Chicago Title Insurance Company, Trustee


Doris Eckenstein

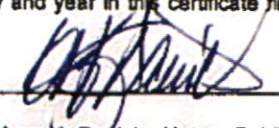
Legal Description:

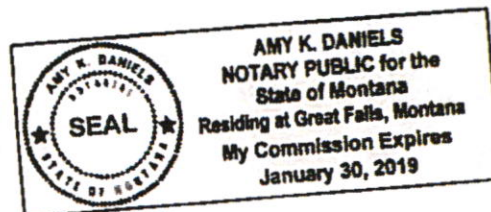
TRACT 2BB OF CERTIFICATE OF SURVEY NO. S-0004635, LOCATED IN THE N1/2 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 4 EAST, M.P.M., CASCADE COUNTY, MONTANA.

State Of Montana
County of Cascade

On 12/3/2018, before me personally appeared Doris Eckenstein, known or identified to me to be the Assistant Secretary of the corporation, that executed the within instrument of the persons who executed the instrument of behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the day and year in this certificate first above written.


Amy K. Daniels, Notary Public for the State of Montana
Residing at Great Falls, MT
Commision Expires 1-30-2019



R0364456 FR

Total Pages: 1 R 7 00 By: tmarsh 12/06/2018 09:34:38 AM
Cascade County, Rina Ft Moore - Clerk & Recorder





ISSUING OFFICE: 101 River Dr N, Great Falls, MT 59401

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company, LLC
800 N Last Chance Gulch, Suite 103 · Helena, MT 59601
(406)442-2206 · FAX (406)442-8606

October 19, 2018

Jon Brownlee
5635 York Road
Helena, MT 59602

Order No.: 3522181095

Property Address: NHN 2nd Avenue North, Great Falls, MT 59405

Seller: Richard Gregovich

Buyer: Jon Brownlee

We appreciate the opportunity of being of service to you. Please call us immediately if you have any questions or concerns.

Sincerely,

Chicago Title Company, LLC

Escrow Contact:

Helen Zindler

406-442-2206

Helen.Zindler@ctt.com

Title Contact:

Linda Smith

406-453-7622

Linda.Smith@ctt.com

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Policy Number:

3522181095

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company, LLC
101 River Dr N
Great Falls, MT 59401

Countersigned By:



Authorized Officer or Agent



Chicago Title Insurance Company

By:



President

Attest:



Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Linda Smith
Chicago Title Company, LLC
101 River Dr N
Great Falls, MT 59401

Address Reference: NHN 2nd Avenue North, Great Falls, MT 59405

| Date of Policy | Amount of Insurance | Premium |
|------------------------------|---------------------|----------|
| October 18, 2018 at 03:56 PM | \$180,000.00 | \$783.00 |

1. Name of Insured:

Jon Brownlee

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Jon Brownlee

4. The Land referred to in this policy is described as follows:

Tract 2BB of Certificate of Survey No. S-0004635, located in the N1/2 of Section 10, Township 20 North,
Range 4 East, M.P.M., Cascade County, Montana.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the Public Records.*
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Land including, but not limited to, insufficient or impaired access and matters contradictory to any survey plat shown by the Public Records.*
3. Easements, or claims of easements, not shown by the Public Records.*
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.*
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.*
6. Taxes to special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.*
7. Mineral rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded, or unrecorded.*

SPECIAL EXCEPTIONS:

8. General Taxes for the year 2018
1st Half : \$213.44 - Not Paid - Due by November 30, 2018
2nd Half : \$213.42 - Not Paid - Due by May 31, 2019
Total for year : \$426.86
Receipt No.: 29714 Parcel No.: 0002046900
County: \$425.51; Cons: \$1.35
9. This property lies within the boundaries of the Cascade County Rural Solid Waste District created by Resolution recorded May 28, 1971, at Miscellaneous File No. 5284 and will be subject to any levies or assessments thereof.
10. Any liability for future assessments by reason of the inclusion of the Land within the boundaries of Cascade Fire Service Area, as created by Resolution No. 00-67, recorded July 28, 2000, at Reel 336, Document 1096.

This property lies within the boundaries of Resolution No. 06-38, to increase fees within certain Cascade Fire Service Areas executed by the Cascade County Commission, recorded August 29, 2006 at R-0132837, as it applies to Ulm Black Eagle, Gore Hill, Vaughn, Fort Shaw, Simms, Sand Coulee and Dearborn.
11. This property lies within the boundaries of Resolution No. 99-59 (Cascade County Rural Solid Waste District) and may be subject to special levies or assessments thereof recorded June 15, 1999 at Reel 322, Document 631, and further lying within the boundaries of Resolution No. 08-66, increasing the fees of the Cascade County Rural Solid Waste District, recorded July 24, 2008, at R-0176866.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

12. Easement executed by Donald Gibson and Jewell L. Gibson, his wife, to The Montana Power Company, Inc., a corporation, dated February 26, 1957 recorded in Book 257 of Deeds, Page 286, records of Cascade County, Montana. Said easement granting the right to construct, maintain, operate and remove an electric power line and communication system.
13. Easement executed by Donald Gibson and Jewell L. Gibson, husband and wife, to Great Falls Gas Company, a corporation to The Great Falls Gas Co., a corporation, dated October 29, 1958 recorded December 10, 1958 on Book 282 of Deeds, Page 587, records of Cascade County, Montana, granting "A non-exclusive right of way easement for the purpose of constructing a pipeline for the transporting of gas.
14. Sanitary Restrictions imposed by the Department of Health and Environmental Sciences, filed September 22, 1983, under Miscellaneous File No. 6911, records of Cascade County, Montana.
15. Right of Way Easement executed by Sylvester Korst and Agnes Korst to The Montana Power Company, Inc., a corporation, recorded July 19, 1957 in Book 267 of Deeds, Page 289, records of Cascade County, Montana. Said easement being for an electric power line and communication system.
16. Right of Way Easement executed by Carl E. Stark and Marie J. Stark to The Montana Power Company, Inc., a corporation, recorded July 19, 1957 in Book 267 of Deeds, Page 288, records of Cascade County, Montana. Said easement being for an electric power line and communication system.
Location of said easement is not disclosed by the record.
17. Easement for Right of Way executed by Carl E. Stark and Marie J. Stark to Great Falls Gas Company recorded October 6, 1955 in Book 249, Page 385, records of Cascade County, Montana, for the purpose of constructing a pipeline for transporting gas.
18. Easement for Right of Way executed by Carl E. Stark and Marie J. Stark to Great Falls Gas Company recorded June 9, 1958 in Book 276, Page 389, records of Cascade County, Montana, for the purpose of constructing a pipeline for transporting gas.
19. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
20. A trust indenture to secure an indebtedness in the amount shown below,

Amount: \$185,000.00
Dated: October 18, 2018
Trustor/Grantor: Jonathan S. Brownlee (Who acquired title as Jon Brownlee)
Trustee: Chicago Title Co
Beneficiary: AF Wiedeman and Terry Wiedeman
Recording Date: October 18, 2018
Recording No.: R0362453

END OF SCHEDULE B

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ALTA Owner's Policy w-MT Mod (06/17/2006)



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy w-MT Mod (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy w-MT Mod (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION IS INTENTIONALLY DELETED**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



(continued)

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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NARRATIVE – EXISTING AND PROPOSED BUILDINGS

- The subject property has no existing buildings.
- All proposed buildings are shown on the site plan.
- Proposed use is 100% storage unit facilities.
- The site is expected to be constructed in 6 phases due to limited project funding. In addition, storage unit facilities take time to reach desired occupancy which is ~90% full. Sufficient rental income will be needed prior to constructing new buildings/units.
- Full buildout could take 5 years or longer.
- There is no proposed office. The Owner will use 1 or 2 units to store tools and equipment. The business office will be located offsite, perhaps in a home, TBD at a later date.
- A table exists on the site plan which specifies # of buildings, building footprint area, and # of units per buildings.

NARRATIVE – PROPOSED WATER, WASTEWATER, AND SOLID WASTE DISPOSAL

- There is no proposed water source.
- Water will only be needed for front landscaping purposes. It's most cost effective for the Owner to haul his own water to the site for landscaping purposes. The Owner plans to irrigate as needed, more than likely 2x per week during the summer months only. It's cost prohibitive for the Owner to drill a well that would only be used for minimal irrigation use during summer months only.
- In the photo below, it's apparent that MDT's existing landscaping at this location has done well with no irrigation. This photo was taken by Jason Sorenson on 7-25-18, the same day he met with MDT Maintenance Chief, Harry Barnett.
- Wastewater facilities are not proposed since there will be no onsite office. If the Owner feels it's necessary, the Owner may use a portable toilet rental service with bi-monthly cleaning services.
- Solid waste facilities are not proposed. If facilities are available at a storage facility, rental users have a tendency to discard large unwanted items including sofas, mattresses, and refrigerators. Rental users will be responsible for their own trash disposal.



NARRATIVE – EMERGENCY MEDICAL, FIRE, AND LAW ENFORCEMENT SERVICES

- Benefis East Health Services, staffed with EMTs, is located at 1101 26th St. South and would provide emergency medical services if needed. Also nearby is Great Falls Fire Station 3 which is staffed with EMTs.
- Great Falls Fire Station 3 would provide fire services if needed. It is located nearby at 3325 Central Avenue. Great Falls services would serve this facility if needed given very close proximity to the City of GF.
- The Cascade County Sheriff's Office would provide law enforcement services. The Great Falls Police Department would likely assist with law enforcement if needed given the close proximity to the City of GF.

NARRATIVE – ACCESS TO AND FROM THE SITE

- Existing access is via MDT previously constructed driveway approach, throat width = 25'.
- Proposed access is same MDT approach. 1 approach is all that's necessary.
- 1-10-19, Applicant submitted MDT Approach Permit Application, Enviro. Checklist, and all supporting documentation to MDT GF District Office, Maintenance Chief, Harry Barnett.
- Onsite circulation is simple. The main travel path is a very wide center access aisle (36' min.). This center aisle provides access to all proposed buildings/units. The wide aisle easily allows vehicles (including trailers) to make the corner and drive between buildings. The width between buildings is 25' minimum which exceeds two roadway travel lanes. If a larger vehicle/truck drives down the center aisle, it can drive to the end where more than 40' of clear space exists between buildings. This is more than sufficient room to make a 3-pt turn. Tractor-trailers will NOT be permitted.

NARRATIVE – POTENTIAL SIGNIFICANT IMPACTS

- This is a property that is zoned for Commercial use. A storage unit facility in all reality is light commercial use. Unit renters seldom (typically) use their storage units. 2x per month per rented unit is a good average.
- No significant impacts are anticipated. The land use will change from undeveloped grass and weeds, to developed with hard surfacing and buildings.
- This is positive development because a need exists for another storage unit facility in this area. A prime reason is because of the proximity to MAFB and personnel needing storage space.
- I have had telephone and email communication with MAFB personnel, Ms. Kelly Vogel (Chief of Portfolio Optimization – Engineering and Planning Development) and Heather Gray (Realty Specialist). I have learned the following:
 - Storage unit typical heights are not a concern. Proposed bldg. heights will be typical, all 1-story.
 - The rear storage unit building needs to be far enough away from the existing block wall to prevent someone from jumping over. 15' is more than adequate.
 - MAFB prefers lighting to be dimly lit, projecting downward. Lighting is not 100% designed yet but WILL be dimly lit and 100% downward facing.
 - This is not proposed new construction that would restrict a military mission.

NARRATIVE – DEQ INVOLVEMENT AND COORDINATION

- This parcel has a DEQ COSA. It's old and possibly dates back to 1984.
- This proposed development would require the COSA to be rewritten and DEQ issue a new COSA.
- Prior to doing this work and submitting to the DEQ, the Applicant needs to know that this project has County approval.
- 9-18-18 Alex Dachs and Jason Sorenson corresponded via email. Mr. Dachs agreed that if this project moves forward with the County, a condition of approval would be that the Applicant obtains DEQ approval prior to development.
- The COSA re-write would ONLY have a stormwater component (no water, no waste water). Stormwater runoff and controls will be designed to DEQ Circular 8.
- In short, released flow from the site will NOT exceed the pre-development flow rate. Increased flow as a result of development and impervious surfacing would be detained in a detention pond, located in the project's northwest corner.



Water, Wastewater,
Subdivision Design and
Environmental
Solutions

Casne &
Associates,
Inc.

664 Logan
Helena, MT 59601
P.O. Box 1123
Helena, MT 59624-1123

(406) 443-1656
FAX: (406) 443-1656

www.casneinc.com

LETTER OF TRANSMITTAL REQUEST FOR ADMINISTRATIVE RELIEF

December 19, 2018

Mr. Ian Payton
Deputy Director – Cascade County PW Dept.
121 4th St. N.
Great Falls, MT 59401

**PROJECT: Malmstrom Storage Unit Facility
Request for Administrative Relief**

Mr. Payton,

I am writing this on behalf of our client, Mr. John Brownlee, who owns Greer Tract 2BB on 2nd Ave. North. Geocode is 02-3016-10-2-04-20-0000.

I had a Pre-App. meeting with you and your staff on November 1, 2018 and discussed the overall project concept and questions that I had.

Since then, a topographic survey has been performed. We have gathered easement information and progressed with project design. Prior to submitting the BLR application, my client requests Administrative Relief related to landscaping requirements. Currently, staff considers the property due west (Beebe Tract 39B, owned by Mr. Richard Gregovich) to be Residential in use. This technically requires my client to install a Buffer Yard "C".

My client considers this to be a burden for the following reasons:

- This property and neighboring properties are zoned Commercial.
- Although Tract 39B is not operated as Commercial, it certainly isn't operated as solely Residential. It's a 7.677ac tract of land with (1) residential structure.
- Should (1) residential structure on 7.677 acres require the neighboring property owner (my client) to install a 15' buffer for the entire 665' of common property line?
- This requirement is not consistent with the appearance of the existing commercial neighborhood.

Attached to this document is a letter of support from the neighbor, Mr. Richard Gregovich.

My client respectfully requests that Tract 39B be considered commercial use and as a result, Buffer Yard "A" is required. It should be noted that the property to the east is considered commercial and therefore Buffer Yard "A" is required.

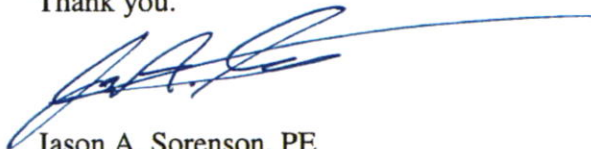
Now is also a good time to discuss the proposed security fence around the proposed facility. During the Pre-App. meeting we discussed fencing and the meaning of "sight obscuring". In my opinion, this becomes relevant when actual residential houses are immediately adjacent to a new commercial facility. Headlights and traffic have the potential to be a nuisance. In this situation, traffic is extremely occasional and by no means regular, especially at night. Storage unit facilities make great neighbors because of infrequent traffic, quiet nature, and very infrequent use when it's dark. (Storage units will not have interior lights.)

My client proposes a 6' chain link fence for security. Rather than make it sight obscuring with individual slats, he proposes to upscale it to black chain link fence. Black chain link creates a very nice and professional look. Chain link is nearly maintenance free which is appealing to all parties. A block wall or cedar fence is neither practical nor financially feasible.

My client respectfully requests that he be allowed to use black chain-link fence on the front and side yards. The rear property line has an existing block wall (installed by M.A.F.B.).

Please carefully review this proposed request and let me know if you have any questions. I really appreciate your time and am readily available to answer any questions you may have.

Thank you.



Jason A. Sorenson, PE
Senior Engineer, Casne & Associates

Cc: John Brownlee
File

Attach: Prelim Site Plan
Gregovich Letter of Support

6001 2nd Ave. N.
Great Falls, MT 59405

November 28, 2018

Cascade County
Mr. Ian Payton, Deputy Director
121 4th St. N., Ste. 2H
Great Falls, MT 59401

RE: Neighboring Property – Greer Tract 2BB – Proposed Storage Units

Mr. Payton,

My name is Richard Gregovich and I own the property directly west of Greer Tract 2BB. My property is 7.677 acres, Beebe Tract 39B.

It's my understanding that the owner of Tract 2BB will soon submit a BLR application to the County for a proposed storage unit facility. I also understand that the County considers my entire parcel "residential use".

My parcel is located in a large area zoned Commercial. I believe the County should consider my parcel "Commercial" just like the neighboring property to the east of Tract 2BB when determining Landscaping requirements for the proposed storage unit facility.

I would have no objections if the Applicant installed no landscaping on his west property line. I do however want the minimum building setback to be met. I also believe a sight-obscuring fence is not necessary and prefer not to deal with maintenance issues that would undoubtedly arise on my side of the fence. A chain-link, maintenance-free, security fence is preferable in my opinion. If the chain-link could be black, I would appreciate that.

If you have any questions, please do not hesitate to contact me. Thank you.

Regards,



Richard Gregovich
750.6173

Hopkins, Sandor R.

From: Hopkins, Sandor R.
Sent: Friday, December 21, 2018 4:21 PM
To: 'Jason Sorenson'; Payton, Ian
Subject: RE: Malmstrom Storage Unit - Admin. Relief Request

Hi Jason,

We had a chance to review your request for administrative relief and we have found that your request adheres to the spirit of the zoning regulations and will be in line with the conditions of that area. Thank you for bringing this to us, we look forward to seeing your full application. I will be out of the office next week, so if you have any questions, feel free to contact Ian or another planner and we will be happy to assist.

Merry Christmas!
Sandor

From: Jason Sorenson <jason@casneinc.com>
Sent: Wednesday, December 19, 2018 11:25 AM
To: Payton, Ian <ipayton@cascadecountymt.gov>; Hopkins, Sandor R. <shopkins@cascadecountymt.gov>
Subject: Malmstrom Storage Unit - Admin. Relief Request

Hello Ian and Sandor,

Please find attached a Request for Administrative Relief for the proposed Malmstrom Storage Unit Facility project. (Please note this is not the official name. When the owner decides on a proposed name, I will let you know.)

Please review the request(s) and contact me with any questions. I anticipate submitting the BLR application shortly after receiving an official response.

I appreciate your time very much, thank you.

Jason

Jason A. Sorenson, PE
Senior Engineer
CASNE & ASSOCIATES INC.
jason@casneinc.com
(406) 443-1656

February 5, 2019

Agenda # 2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Award of ADC K-Pod Locks

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 19-13

PRESENTED BY: Les Payne, Public Works Deputy Director

SYNOPSIS:

The Cascade County Public Works Department, and the Adult Detention Center, went out for a quote to replace twelve (12) locks, that are located at the Great Falls Adult Detention Center, located inside K-Pod. Because these locks are solely sold and installed by Southern Folger Equipment Company of San Antonio TX 78223-1000, this was the only quote received. Public Works Staff reviewed the quote in full.

RECOMMENDATION:

After reviewing the quote from Southern Folger Detention Equipment and receiving recommendations from the staff at the Adult Detention Center, Staff recommends that the Board of County Commissioners award this contract to Southern Folger Detention Equipment Company, of San Antonio TX 78223-1000, for the replacement of the twelve (12) locks located at the Adult Detention Center, located inside K-Pod.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 19-13: bid proposal from Southern Folger, to replace twelve (12) locks at the Adult Detention Center, located inside K-Pod, for a total project cost of \$51,231.98, and instruct staff to complete the process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract 19-13, bid proposal from Southern Folger, to replace twelve (12) locks at the Adult Detention Center, located inside K-Pod, for a total project cost of \$51,231.98."



Detention Equipment Company

4634 S. Presa Street
San Antonio TX 78223-1000
210-533-1231 Phone • 210-533-2211 Fax

Monday, September 17, 2018; Updated 1 09 2019

Quote # TS2018-132UD

Cascade County Detention Center
3800 Ulm North Frontage Road
Great Falls, MT 59404

Attn: Dan O'Fallon

E-Mail: dofallon@cascadecountymt.gov
Phone: (406) 454-6847

Re: Your request for a price to replace 12 of your #2121 Adtec locks with our #2121R-1 Retro locks. We will reuse your existing cylinders and keys. All locks are 120VAC solenoid locks and include indication switches. The Retro Lock 2121R-1 is designed as an exact replacement of the Adtec locks. An 8 hour operation, maintenance and troubleshooting is included using your locks and sliders. Also included is an 8 hour assessment of your doors, locks, sliders, hardware and controls. We will provide a written assessment when completed.

Southern Folger Detention Equipment Company, LLC proposes the following.

I. Scope of Work

- A. Furnish and Install 12 retro-locks #2121R-1 of our design to replace the existing Adtec 2121 locks. Locksets will including any wiring adaptors needed. Your existing doors, wiring, and controls will be reused. We will reuse the existing cylinders on each lock, and add a new cam on the cylinder. Locks will be installed lubricated, adjusted and fully tested with our tester and your controls before being put back into service. Doors will be shimmed into realigned, and adjusted to the openings as close as possible. Existing pocket covers will be reinstalled. Existing locks removed will be carried to a place you designate or taken away in one of our trucks.
- B. An 8 hour operation, lubrication, maintenance and troubleshooting is included using your locks and sliders, and tools. We will bring our Test Pro tester to help demonstrate.



www.southernfolger.com



- C. We will provide an 8 hour assessment on your doors, locks, sliders, controls and hardware. We will provide a written assessment of our findings when completed.
- D. All engineering, drafting, and CAD work required, to complete the scope of work as described herein. Our workers get paid the prevailing wage for Cascade County. Normal daylight hours are used in this proposal.
- E. Delivery of locks will be by common carrier.

II. General Qualifications, Exclusions and Terms and Conditions

- A. ~~Any sales or use taxes. "If claiming exemption from sales and/or use tax, please provide a valid sale/use tax exemption certificate or proper reference to exemption specification. Lack of tax exemption evidence will require Southern Folger to bill applicable sales/use tax".~~ Montana has no sales tax.
- B. We exclude performance and payment bonds. If bond is required, add 0.90% to our price.
- C. We specifically exclude the following:
 - 1. Finish paint and painting
 - 2. Caulk and caulking
 - 3. All non-security and security sealants
 - 4. Conduit, wire and wiring
 - 5. Any electrical or electronic controls work, except as noted
 - 6. Abatement of hazardous materials i.e. lead and or asbestos
 - 7. Any door hardware not specifically identified in this proposal
 - 8. Rebar through frames and anchors
 - 9. All structural steel members unless specifically indicated above
 - 10. Prime and finish paint touch-up and cleaning. We will touch-up surfaces which have been disturbed by our welding on items we install only.
 - 11. Refuse containers and trash removal from site, except as noted
 - 12. Portable toilets
 - 13. Temporary utilities
 - 14. Permits, permit fees and special license requirements
 - 15. Testing and inspections and any associated fees
 - 16. All allowances
- D. Contract Execution Terms and Conditions
 - 1. Our proposal is based on execution of a mutually agreeable contract, which will incorporate this proposal in its entirety.
 - 2. Our proposal is based upon reaching a mutually agreeable schedule during normal daylight hours. We will provide schedule input for incorporation into

your schedule using durations and sequencing to support the overall completion and owner acceptability of the project.

3. We will begin engineering submittals with an initial letter of intent to contract with a notice to proceed until we receive your executed contract.
4. Our proposal is based on receiving monthly progress payments in accordance with a mutually agreeable schedule of values that includes, engineering, general conditions, material delivery, and installation.
5. Our proposal is based on having free and clear access to a specific number of devices each day.
6. Deviations from these items could affect our proposed price.
7. Due to the volatile nature of material & fuel costs, Southern Folger Detention Equipment Company can only honor pricing for **thirty (30) days** from the date of this quotation and thereafter will be subject to revision.
8. Our proposal is based on monthly progress payments against a schedule of values that includes, engineering, general conditions, stored materials, and installation.
9. Ninety days after receipt of a Letter of Intent all quotes are subject to a price escalation if a purchase order has not been received. One Hundred Eighty (180) days after receipt of a purchase order all quotes are subject to a price escalation if all project information has not been submitted. (ie...hardware schedule, ect.)

III. Warranty

Equipment and manufacturing workmanship are warranted against defects for one (1) year after installation. Warranty is limited to repair or replacement of equipment deemed to have failed under regular conditions of normal use and excludes failures attributable to misuse or vandalism.

IV. Lead Time – As of the date of this quotation, our lead times are as follows:

- A. Submittals: 4 - 6 weeks after receipt of acceptable purchase order and all project documents. (i.e. Plans, specifications and all addenda)
- B. Initial shipment of products: 8 - 10 weeks after receipt of all information required fabrication, including approved shop drawings, submittals, hardware schedules, and an approved keying.

C. Lead times are subject to change without notice. Final shipping schedule will only be determined after receipt of all approvals.

Total for 12 2121R-1 locks + assessment + training is: Dollars (50,775.00) + 456.98 (Bono)

If you have any questions concerning this proposal, please contact the undersigned at (210) 531-4149. To reduce handling time should you send or fax an order in, please reference our quote number and address it to Don Wolz.

\$ 51,231.98

Thank you for the opportunity to quote your work.

SOUTHERN FOLGER DETENTION EQUIPMENT

Donald F Wolz

Donald F. Wolz

Retrofit Solution Provider – Estimating

dwolz@southernfolger.com

CONFIDENTIALITY NOTICE: This letter and any attachments constitute confidential information, which is intended only for the named recipient(s) and may be legally privileged. Any disclosure, copying, distribution or the taking of any action concerning the contents herein, by anyone other than the named recipient(s) is strictly prohibited.

Template policy: Templates are issued on a job basis only. (Southern Folger Detention Equipment Company does not issue registered template books.) TEMPLATE INFORMATION RE-USED WILL BE AT THE CUSTOMER'S RISK. Templates will be issued upon receipt of a valid purchase order and hardware schedule. Southern Folger Detention Equipment Company reserves the right to modify template information at any time, and without prior notice. MATERIAL WILL BE SHIPPED IN ACCORDANCE WITH THE TEMPLATES USED FOR EACH SPECIFIC JOB. The Detention Equipment Contractor will be responsible for all job coordination of the hardware schedule, key schedule, wiring diagrams, templates, and door schedule.

CHANGE OF CASCADE COUNTY FACILITY REQUEST

Instructions: Fill out the form except for approval signatures. Meet with the Public Works Director or assigned employee regarding request and obtain estimate. When all necessary information has been obtained, a meeting will be scheduled to discuss changes and costs with the appropriate officials. When commissioners grant approval, the Public Works Director will implement the approved changes. Commissioners and Financial Officer approval will only be required if estimated cost is greater than \$500.00 and/or significant structural change or alteration to a county building will occur.

OFFICE USE ONLY:

Facility Request Reference# _____

DATE OF REQUEST: January 10, 2019

NAME OF REQUESTOR: Jesse Slaughter

TITLE: Sheriff

BUILDING TO BE CHANGED: Adult Detention Center ADDRESS: 3800 N. Ulm Frontage Rd.

DESCRIBE IN DETAIL REQUESTED CHANGES AND WHY: Replace 12 locks in K-Pod cells; locks are damaged/faulty, and inmates can unlock them. Price includes 8-hour assessment and training.

LIST COSTS ASSOCIATED WITH CHANGES, ATTACH ANY BID QUOTES ETC. \$51,231.98

DO YOU HAVE BUDGET AUTHORITY FOR COST OF CONSTRUCTION/ALTERATION? ☒ YES ☐ NO

ACCOUNT TO BE CHARGED: 4140-209-B0110 900.940

ARE THERE CITY/STATE BUILDING PERMIT REQUIREMENTS? ☐ YES ☒ NO

IS AN ARCHITECT AND/OR AN ENGINEER'S SERVICES REQUIRED? ☐ YES ☒ NO

DEPARTMENT HEAD SIGNATURE _____

DATE: 1-28-19

IT DIRECTOR SIGNATURE _____

DATE: _____

FINANCIAL OFFICER SIGNATURE _____

DATE: _____

PUBLIC WORKS DIRECTOR SIGNATURE _____

DATE: _____

COUNTY COMMISSIONER SIGNATURE _____

DATE: _____

COUNTY COMMISSIONER SIGNATURE _____

DATE: _____

COUNTY COMMISSIONER SIGNATURE _____

DATE: _____

CAPITAL ACQUISITION REQUEST FORM

Completion of this form is **MANDATORY PRIOR** to any Capital Asset Purchase

Date of Request Jan 28, 2019

Name of Department Requesting: Adult Detention Center

Budgeted for this fiscal year No

Full Account Number 4140-209-B0110 900.940

Equipment Requested: Replace 12-locks in K-Pod, locks are damaged/faulty, and inmates can unlock them.

Vendor Southern Folger

Cost \$51,231.98

Were at least 3 quotes received No . Please attach all quotes to this form

Elected Official/Department Head Approval _____

Signature Required

I have reviewed this purchase for budget authority and find it in order.

Budget Officer _____

Signature Required

Two Commissioners are required to approve prior to ordering.

Chairman Of the Board

Approve / Disapprove

Commissioner

Approve / Disapprove

Commisioner

Approve / Disapprove

This form and an inventory control form must be attached to your purchase order

EQUIPMENT PURCHASE & SERVICE AGREEMENT

This Equipment Purchase Agreement ("Agreement"), made and entered into this 24 day of January, 2019, by and between Southern Folger Detention Equipment Company, LLC ("Supplier") located at 4634 South Presa, San Antonio, Texas, 78223, and Cascade County ("Purchaser"), a local government created and existing pursuant to the laws of Montana, located at 325 2nd Avenue North, Great Falls, Montana, 59401.

WITNESSETH:

WHEREAS, the Purchaser desires to acquire and replace twelve (12) of their #2121 Adtec locks at the Cascade County Detention Center located at 3800 I-15 Frontage Road, Great Falls, Montana; and

WHEREAS, Supplier is in the business of selling certain equipment described as #2121R-1 Retro locks (herein after referred to collectively as "Equipment"), and performing replacement, installation, testing and training services; and

WHEREAS, the Purchaser requested a proposal for the purchase of and replacement of twelve (12) #2121 Adtec locks with Supplier's twelve (12) #2121R-1 Retro locks, and Supplier submitted a proposal herein incorporated by reference dated January 9, 2019 offering to sell and replace said Equipment and provide training; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms set forth in this Agreement, the parties agree as follows:

1. **AGREEMENT.** Supplier hereby agrees to sell, convey and transfer to Purchaser all rights, title and interest in and unto the Equipment described above, and perform replacement, installation, testing and training services.

2. **SCOPE OF WORK.** Supplier agrees to furnish and install the Equipment to replace the existing #2121 Adtec locks. Supplier shall provide locksets, including any wiring adaptors needed. The Purchaser's existing doors, wiring, and controls will be reused. Supplier agrees to reuse the existing cylinders on each lock, and add new cams to the cylinders. Supplier shall install, lubricated, adjust and fully test, using their Test Prop tester, and the Purchaser's controls before being placed back into service. Supplier agrees to shim the doors to realign and adjust the openings as close as possible. Further, Supplier shall reinstall existing pocket covers and remove existing locks to a designated place of Purchaser or removed by Purchaser.

3. **DURATION OF WORK.** Supplier agrees that the duration of the project will take approximately eighty-two (82) hours, which includes lubrication, maintenance and troubleshooting

4. **PURCHASE PRICE.** Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the Supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and related services for the sum of \$51,231.98. The purchase price for the equipment and performance under the terms and condition of this Agreement is \$50,775.00. An addition \$456.98 is added to the purchase price because bond is required.

5. **BOND.** Prior to the commencement of performance under this Agreement, Supplier shall make, execute, and deliver to Purchaser a sufficient bond with a surety company, licensed in the State of Montana, as surety, conditioned that the person or corporation shall faithfully perform all the provisions of the contract; pay all laborers, mechanics, subcontractors, and material suppliers; and pay all persons who supply the person, corporation, or subcontractors with provisions, provender, material, or supplies for performing the work. The Purchaser may, in lieu of a surety bond, permit the Supplier to deposit with the Purchaser the following securities in an amount at least equal to the contract sum to guarantee the faithful performance of the contract and the payment of all laborers, suppliers, material suppliers, mechanics, and subcontractors: lawful money of the United States; or a cashier's check, certified check, bank money order, certificate of deposit, money market certificate, bank draft, or irrevocable letter of credit drawn or issue by any federally or Montana-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation or a credit union insured by the national credit union share insurance fund. The security amount must be equal to the full contract price agreed to be paid for the work or improvement and must be paid to the State of Montana.

6. **SCHEDULE & DELIVERY.** Delivery of the Equipment shall be by common carrier. The Supplier shall notify the Purchaser of delivery particulars in advance of delivery, as may be required by the Purchaser. The parties shall agree upon a schedule to perform all work during normal daylight hours.

7. **ACCEPTANCE.** Upon acceptance by Purchaser of the equipment, which acceptance shall be identified by Supplier taking possession of the equipment, such acceptance shall acknowledge that the equipment is in good working order and condition and that Purchaser is satisfied with same based upon Supplier's testing and written assessment.

8. **INSTALLATION.** The Supplier shall install the Equipment at the delivery site on the date Supplier notified Purchaser of delivery and schedule as set forth above. The Purchaser shall make available to the Supplier free and clear access to a specific number of devices each day.

9. **TESTING, ASSESSMENT & TRAINING.** Using Suppliers Test Pro tester, Supplier agrees to conduct an eight (8) hour operation, lubrication, maintenance and troubleshooting using Purchaser's locks, sliders and tools. Supplier agrees to conduct an eight (8) hour assessment on Purchaser's doors, locks, sliders, controls and hardware, and provide a written assessment of Supplier's findings after completion. Supplier agrees to provide training to Purchaser on the newly installed Equipment.

10. **WAGES & LABOR.** Supplier's workers shall be paid the prevailing wages, including fringe benefits, and pay the travel allowance in effect and applicable in Cascade County. Supplier shall further give preference to the employment of bona fide Montana residents in the performance of the work. For each job classification the standard prevailing wage rate, including fringe benefits is \$49.02/hr to be paid by the Supplier during the project. The Supplier is required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Supplier's completion of work on the project. The Supplier is also required to post a statement of all wages and fringe benefits in compliance with MCA § 18-2-423.

11. **TITLE TO EQUIPMENT.** Supplier represents that it owns all Equipment described herein free and clear and that such Equipment is free of all liens.

12. **RISK OF LOSS.** All risks of damage to or loss of the Equipment until delivery of the Equipment to the Purchaser shall be assumed by the Supplier.

13. **EXCLUSIONS.** The parties agree that the following services and supplies are not included as part of this Agreement: finish paint and painting; caulk and caulking; all non-security and security sealants; conduit, wire and wiring; any electrical or electronic controls work, except as otherwise noted above; abatement of hazardous materials, i.e. lead and/or asbestos; any door hardware not specifically identified above; rebar through frames and anchors; all structural steel members unless specifically identified above; prime and finish paint touch-up and cleaning (with the exception that Supplier will touch-up surfaces which have been disturbed by their welding on items they install); refuse containers and trash removal from the site, except as otherwise noted; portable toilets; temporary utilities; permits, permit fees and special license requirements; inspections and any associated fees; and all allowances.

14. **MAINTENANCE AND REPAIR.** All maintenance and repair costs to the equipment shall be paid by Purchaser and Supplier is hereby relieved from any responsibility to maintain or repair said equipment, unless said Equipment is covered by any warranty discussed below.

15. **WARRANTIES.** Equipment and manufacturing workmanship are warranted against defects for one (1) year after installation. Warranty is limited to repair or replacement of equipment deemed to have failed under regular conditions of normal use and excludes failures attributable to misuse or vandalism. Installation of the Equipment is warranted against defects in workmanship for one (1) year.

16. **INDEMNIFICATION.** Purchaser shall indemnify, protect and hold harmless the Supplier, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the equipment, regardless of where, how and by whom operated. Purchaser shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. Each party will be responsible for their own attorney fees and costs.

18. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

19. **SEVERABILITY.** Any provision of this Agreement that is held void or invalid, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

20. **WAIVER.** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall be constitute a waiver of any subsequent breach of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

SUPPLIER:

Name of Supplier

Authorized Signature

Donald G. Halloran

Printed Name

President

Title

STATE OF Texas,

...SS

County of Bexar,

This instrument was signed or acknowledged before me by Donald G. Halloran, a representative of Southern Folger Detention Equipment Company, LLC on this 28 day of January 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Veronica
Notary Public for the State of Texas

Residing at 7577 rd Corpus Christi Hwy SH-TX 78123
My Commission expires: 2/1/19

